

FAR WEST BANK

A Division of AmericanWest Bank, Spokane, WA

Letter of Credit No. 1

Issue Date: December 13, 2007

Far West Bank A Division of AmericanWest Bank, Spokane, WA

10757 S. River Front Pkwy Suite #150

South Jordan, Utah 84095

(801) 208-4079

tconklin@farwestbank.com

Beneficiary:

STATE OF UTAH

UTAH DIVISION OF OIL, GAS AND MINING (DOGM)

1594 West North Temple Suite 1210

Box 145801

Salt Lake City, Utah 84114-5801

Re: Quality Building Stone, Inc., Weston 1, #S0070039, N/A

Gentleman and Ladies:

1. Far West Bank A Division of AmericanWest Bank, Spokane, WA, of South Jordan, Utah, hereby establishes this irrevocable letter of credit in favor of the Utah Division of Oil, Gas and Mining for itself and as agent for the Quality Building Stone, Inc. for an aggregate amount not to exceed \$13,300.00 in United States dollars effective immediately; on behalf of Quality Building Stone, Inc. for Weston #1 mining operation under DOGM Issued Permit No. S/0070039, BLM No. N/A.
2. This letter of credit will expire the date upon the first event set forth as follows:
(a) 5:00 o'clock p.m. (Mountain time) on December 13, 2008 or (b) the date upon which sufficient documents are executed by the Division to release Quality Building Stone, Inc. from further liability for reclamation of the Weston #1, S/0070039, N/A with notice to Bank by the Division accompanied by the original Letter of Credit with directions for termination.
3. This Letter of Credit issued on December 13, 2007 will be automatically extended for successive periods of one year from the current or any future issuance date unless 90 days prior to the issuance date of the following year, the Bank sends notice to the Division by any courier service or by registered United States mail 'return receipt requested' that the Bank elects NOT to extend the Letter of Credit.
4. Funds under the Letter of Credit are available against the Division's sight draft, in the form of Exhibit A, specifying Letter of Credit No. 254 delivered to the office of the Bank, 10757 S. River Front Pkwy Suite #150, South Jordan, Utah. At the

☒ APPROVED

- Division's sole election, the Division may present sight drafts for less than the Face Amount so long as the aggregate amount of all sight drafts does not exceed the Face Amount. Each draft must be accompanied by a certificate in the form of Exhibit B, signed by a duly authorized representative of the Division.
5. If the Bank receives the Division's sight draft(s) and certificate(s) as provided in Paragraph No. 4 above on or before the termination of this Letter of Credit, the Bank will make such amount as the Division may specify, within the limits of the second sentence of Paragraph No. 4 of this Letter of Credit, available to the Division no later than the close of business, Mountain time, on the second business day following the Bank's receipt of the sight draft and certificate and in such a manner as the Division may specify. "Business Day" means any day that is not a Saturday, Sunday or other day on which commercial banks in the State of Utah are authorized or required by law to close.
 6. The Bank will give prompt notice to the Operator and to the Division Director of any notice received or action filed alleging the insolvency or bankruptcy of the Bank, or alleging any violations of regulatory requirements, which could result in suspension or revocation of the Bank's charter or license to do business.
 7. The Letter of Credit will be governed by the laws of the State of Utah and shall be subject to the Uniform Customs and Practice for Documentary Credit, 1993 revision, International Chamber of Commerce Publication No. 500, as the same may be amended and in effect from time to time ("UCP"). In the event of a conflict between Utah law and the UCP, Utah law shall govern.
 8. All communications regarding this Letter of Credit will be addressed to the Bank 10757 S. River Front Pkwy Suite #150, South Jordan, Utah, (801) 208-4079, referencing Letter of Credit No. • Attn: Tim Conklin.
 9. In the event the Bank gives notice to the Division that the expiration date of the Letter of Credit will not be extended, the Division may, until the current expiration date of the Letter of Credit, draw under the Letter of Credit against its sight draft(s) in accordance with the provisions of Paragraph 4.

Very truly yours,

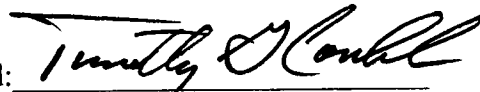
Far West Bank A Division of AmericanWest Bank, Spokane, Wa

By: Tim Conklin
Tim Conklin
Title: Vice President.

AFFIDAVIT OF QUALIFICATION OF BANK

On the 17th day of December 2007, Timothy G Conklin personally appeared before me, who being by me duly sworn did say that he, the said, Timothy G. Conklin, is the Vice President of Far West Bank, A Division of AmericanWest Bank, Spokane WA and duly acknowledged that said instrument was signed on behalf of said company by authority of its bylaws or a resolution of its board of directors and said Timothy G. Conklin duly acknowledged to me that said company executed the same, and that he is duly authorized to execute and deliver the foregoing obligations; and that he as such officer, acknowledged said instrument to be the free act and deed of said bank for the uses and purposes of said instrument as set forth therein.

Signed:



Timothy G. Conklin

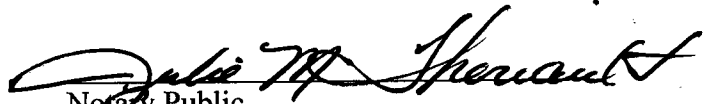
Title: Vice President

State of Utah

County of Salt Lake

Subscribed and sworn to before me this 17th day of August, 2007

Notary Public
Residing at



My Commission Expires:

02-20, 2011

Exhibit A - Sight Draft

Letter of Credit Number . '

Date

City, County

Letter of Credit No.

PAY TO THE ORDER OF: Utah Division of Oil, Gas, and Mining.

Dollars

TO: Far West Bank, A Division of American West Bank, Spokane WA
10757 S River Front Parkway, Suite 150
South Jordan, UT 84095

Utah Division of Oil, Gas and Mining
1594 West North Temple, Suite 1210
Box 145801
Salt Lake City, UT 84114-5801

By: _____
Authorized Signature

Exhibit B

Letter of Credit Number: _____

I, _____ a duly authorized representative of the Utah Division of Oil, Gas and Mining, hereby certify that (1) the drawing in the amount of \$ _____, by sight draft accompanying this certificate, under Letter of Credit No. 254 dated December 13, 2007, issued by you is permitted under the provision of the Letter of Credit, (2) the Letter of Credit has neither expired nor terminated pursuant to its terms, (3) the amount of the sight draft, together with any amounts previously drawn under the letter of credit, does not exceed the Face Amount, and (4) the amount to be drawn is necessary to assure or complete reclamation of the Weston 1 mine, number S 0070039 (DOGM issued permit number) in accordance with applicable law.

The Utah Division of Oil, Gas and Mining

By: _____
Authorized Signature
The Utah Division of Oil, Gas and Mining

Date: _____